

Refund Policy SA500

Last Reviewed: November 2015

Intent

This policy provides students with a fair opportunity to gracefully withdraw from an enrollment commitment. If requested prior to a defined *final date for refund*, we offer our students the right to change their minds, in many cases after they have sampled instruction already underway. If requested after the defined *final date for refund*, we provide a claims process that is principled and responsive to students' life circumstance. Furthermore, if after an investigation there is a finding that we failed to deliver instruction as promised, we fairly make our students whole by refunding them their fees or forgiving a related indebtedness. In all cases, we are committed to the timely resolution of all claims by all to whom reviews are delegated.

Refund Administration

The staff of *Student and Alumni Services* will routinely process refunds arising from class drops that are submitted prior to or before the close of business on the *last date for refund*. The *Refund Coordinator* in the department of *Budget and Financial Services* will process *ad hoc* refunds at the direction of persons with delegated responsibility for adjudicating claims that have been made after this deadline.

Once processed, the student/original payer will receive a *Refund Confirmation* which identifies the amount of the refund to be received, whether or not the refund will be accomplished by check or to a credit/debit-card account, and instructions regarding parking and textbook refunds. (Per merchant agreements between the *Office of the President* and the card-processing industry consortia, refunds are processed in the mode by which payment was originally made. Payments originally made by cash are credited back by check.)

A \$30 administrative fee will be withheld from amounts to be refunded from class fees for those who *elect* to drop on or before the *final date for refund*. The administrative fee will not be withheld from those whose claims are sustained in an adjudicated process. The purpose of this administrative fee is to cover the cost of processing the original enrollment transaction, and the subsequent reversing transaction for those who elect to drop. The *Director of Student and Alumni Services* will from time to time analyze these costs and make recommendations to adjust the administrative fee.

In the absence of extenuating circumstances, both timely requests for refund and special claims will be resolved within ten working days. *Failure to respond to a student's request within ten days will constitute an administrative error.*

Audit, Oversight and Records Retention

Audit. Staff of the department of *Budget and Financial Services* will conduct a daily spot-audit of refund transactions. All high-value transactions and up to 10% of all refund transactions of any type will be sampled and examined.

Oversight. *100%* of *all* day's refund transactions will be examined by personnel other than the Refund Coordinator to verify that the person with the proper authority has made the decision, that the amount to be processed is correct, and that in all cases requiring documentation (claims-based requests submitted after the final refund date) that the documentation is in evidence. Records and backup related to *refund transactions* will be retained for one year, then destroyed.

Notice of Refund Terms

The specific terms of refund – whether or not fees or portions of fees are non-refundable, the final refund date, and whether that date has already passed at the time of enrollment – will be disclosed to students *before* they commit to payment with a display of the content of the *receipts-comment* field. In addition to common sense and good business practice, this is a matter of compliance with payment card industry merchant agreements: terms and conditions of enrollment and refund must be presented *before* a cardholder completes his or her payment transaction.

Guideline for defining Final Refund Dates

The *Final Refund Date* defined by the Program Representative will establish the deadline by which a student must request a refund if it is to be processed as an entitlement. (Students may make claims after this deadline, but each will require adjudication.) The following guideline ensures that students in most cases are afforded an opportunity to assess their enrollment commitment based on some classroom experience. To ensure class records are configured as intended, Program Directors/CEs after planning deadlines will be provided with a report that identifies configurations that do not conform to the following standard:

For **regular** format courses meeting 9 or more times, the final refund deadline is configured such that requests must be made before the class meets for the third time, which is the close of business on the date of the 3rd evening class meeting. For **regular format** courses meeting 6 to 8 meetings, the final refund date will be the 2nd class meeting.

For **limited format** courses with fewer than six meetings, the final refund date will be the day of the first class meeting.

For courses of **one day, short course, and independent study** formats, and for **Events** or **Conferences**, the final refund date will be the business day *before* the first (or only) class meeting.

For courses with a **distance learning** format, the final refund date will be the 4th business day after the course begins.

Final refund dates for **travel programs** will be determined by CEs, and relate to other program milestones such as dates relating to travel and lodging commitments.

Start time of classes meeting in the **daytime** will be taken into consideration. For classes scheduled to begin before 3 p.m., the final refund date will fall back by one business day. So, for example, a regular format course meeting twelve weeks on Wednesdays at 9 am will have a final refund date of the *Tuesday preceding the third class meeting*.

To conform with UCLA regular session's terms and conditions of enrollment, final refund dates for **Concurrent** sections will fall on the Friday of the second full week of UCLA's regular session instruction.

The *final refund date* for a **bundled program** will be the last business day before the start of instruction.

Program Departments may define a service charge to reflect unrecoverable direct *per capita* costs expended on behalf of enrollees, such as un-refundable third-party rentals, that exceed the \$30 dollar administrative costs typically withheld.

Financial Aid Exceptions/Exemptions

As required by federal law, students who are recipients of a Pell Grant or Stafford Loan, and who withdraw before the mid-point of the quarter, will be entitled to a partial refund which is returned directly to the institutional grant fund or to the lending institution. The amount to be refunded in such special cases will be determined by the Financial Aid manager or his/her department director.

Student Claims for Exception to the Policy

To ensure consistency in the claims process, brochures, catalogs and personnel in all departments *except the American Language Center* will refer students seeking a refund to the *Department of Budget and Financial Services/Refund Coordinator*. (ALC handles its students' claims due to the language facility of its staff.) Claims that have been misdirected to program department personnel will be redirected to the *Refund Coordinator*. The refund coordinator is responsible for coordinating the petition process by categorizing claims, by making referrals to the appropriate decision-making authority, and under certain circumstances for recommending decisions, as follows:

| Claim Type | Action |
|---|--|
| A. Student claims <i>unforeseeable life circumstance</i> making continuing enrollment impossible | Claim is managed by <i>Refund Coordinator</i> in <i>Budget and Financial Services</i> . Decisions are subject to the review and endorsement of his/her immediate supervisor. If the pending decision is anticipated to be favorable toward the claimant for a value at or above \$3,000, the claim and supporting documentation will be reviewed by the <i>Director of Budget and Financial Services</i> and the <i>Program Department Director</i> before a decision is made final. |
| B. Student claims <i>failure to deliver instruction as promised</i> . | Claim is referred to Program Director/CE. If the pending decision is anticipated to be favorable toward the claimant for a value at or above \$3,000, the claim and supporting documentation as well as <i>planned corrective action</i> (if any) will be reviewed with the <i>Program Department Director</i> before the decision is made final. |
| C. Student is an ESL student in the <i>American Language Center</i> , and claims either <i>failure to deliver instruction as promised</i> or <i>unforeseeable life circumstance</i> . | Claim is managed by American Language Center staff. |
| D. Student requests appeal of decision of CE. | Appeal is referred to <i>Program Department Director</i> . |
| E. Student requests appeal of decision of Refund Coordinator. | Appeal is referred to the Managing Cashier, supervisor of the Refund Coordinator. |
| F. ESL student requests appeal. | Appeal is referred to <i>Director of American Language Center</i> . |
| G. Student claims sexual harassment by instructor or others in the class; or threatens legal action for any reason. | Claims of sexual harassment are referred to the <i>Director of Student and Alumni Services</i> . Claims with threat of lawsuit are referred to the <i>Associate Dean of Administration</i> . See more at policy AA106 . |

Claims regarding changes in student's life circumstance, when supported by substantiating evidence, will be decided in the student's favor when his or her claim reasonably meets all of the following tests:

- the students' circumstance is reasonably unforeseeable at the time of enrollment;

- the decision to discontinue attendance is reasonably involuntary; and
- the circumstance underlying the claim is adequately documented.

Decisions of this type will be made in consideration of the documentation provided, a review of precedent regarding similar cases, and a contextual review of the University's *Nondiscrimination Policy*. Claims will be answered with either a written decision that identifies evidentiary shortcomings, or a *refund confirmation*. In cases where the cause is likely a chronic illness, the *Refund Coordinator* may elect to place a non-punitive hold on the student's record and request evidence of wellness or ability to re-engage instruction prior to restoration of the enrollment privilege. In cases where a response to a student's request is not possible within 10 days, a written acknowledgement of receipt and an estimate of the time it will take to complete the review will be provided.

Claims regarding failure to deliver instruction will be decided in the students' favor when any of the following tests are substantially met. The student must show more than dissatisfaction with the class or disagreement with the instructor-in-charge – the student bears a burden of proof based on a preponderance of evidence that UCLA Extension failed to deliver instruction as promised.

- course or program administration has grievously failed, putting the student at an academic disadvantage;
- instructional performance is substandard;
- the material content has significantly deviated from the course description or syllabus.

Decisions of this type will be made following an investigation of students' claims using the *Guidelines for Investigations* expressed in the *Policy on Student and Instructor Grievance and Dispute Resolution*. Claims will be answered with either a written decision that identifies evidentiary shortcomings, or a *refund confirmation*. In cases where a response is not possible within 10 days, an emailed acknowledgement of receipt and an estimate of the time it will take to complete an investigation will be provided.

Students whose claims are sustained will be withdrawn from the classes concerned. (Students may not claim a refund based on our failure to effectively deliver instruction and expect to enjoy the benefit of the award of credit and a grade or posting of CEU.) Students who claim circumstances of life that prohibit completion of one class will typically be withdrawn from all classes in the same academic term. (Students may not claim to be unable to complete one class for life circumstance, and expect the same life circumstance will not affect their ability to complete other classes underway.)

Remedial Guidelines

Credit-Bearing Classes. The appropriate relief for either involuntary inability to continue a credit-bearing class, or for a service fault in the delivery of that class, is academic withdrawal and the *full refund* of fees that have been paid, or the forgiveness of debt the student incurred, or a posting of a credit balance to a student's account. This is because the expected outcome of the educational

service contract is the opportunity for the award of credit, the posting of a grade, and in some cases advancement toward the award of an academic testimonial, none of which can occur through no fault of the student.

Non-Credit Bearing Classes. The appropriate relief for either involuntary inability to continue a non-credit or CEU-bearing class, or for a service fault in the delivery of that class, is academic withdrawal, and the *partial refund* of fees paid or the partial forgiveness of debt incurred *for the portion of instruction not consumed*, or a posting of a credit balance to a student's account. This is because the expected outcome of the educational service contract is the progressive consumption and enjoyment of the instruction for its intrinsic value.

Bundled Classes and Long-Term Class Programs. The appropriate relief for students who meet the decision criteria for *student life circumstance* with bundled class programs (such as fully prepaid certificate curricula) or for class sections that transcend more than one quarter, is academic withdrawal from all related classes, the *partial refund* of fees paid or the partial forgiveness of debt incurred for the portion of instruction not consumed, *and* a guarantee of placement or readmission at the point of interruption in a future quarter contingent on payment of partial fees based on then-current rates. If the student's claim is for a circumstance that has no foreseeable cure, or UCLA Extension decides to discontinue the program, the student becomes entitled to a *full refund*.

One-Time Discount Codes

In cases where Program Directors/CEs do not accept a student's claim that instruction was not delivered as promised, as a token of customer service they may nevertheless offer a One-Time Discount Code that will redeem like a *Gift Certificate*. The code can be redeemed up to its face value toward enrollment in classes offered in the future. They are offered without acknowledging fault. They may only redeem toward classes within the program domain and matching cost-center of the authorizing CE, and cannot convert to a cash refund.

Appeals

All decisions refuting a student's claim will include a statement regarding appellate authority and process:

“You have the right to appeal this decision within ten business days. Appeals may either be based on a procedural or administrative error, or presentation of new supporting evidence not available to you at the time your original claim was made. If you wish to appeal, please write to the [Director of Budget and Financial Services/ Program Department Director], room ____, at the above address.”

Student Accounting

Amounts due to students arising from refund transactions can be posted to students' accounts as a credit balance that may be employed as a form of fee payment in subsequent enrollment transactions. Residual amounts held on account for 180 days will be returned to student-payers.

Failure to Accept Terms and Conditions of Enrollment

Terms and conditions of enrollment are presented as the *General Information* section of the print catalog, and the *Student Resources* section of the institutional website. The *Director of Student and Alumni Services* has the authority to determine if a student does not comprehend or refuses to accept terms and conditions of enrollment. For example, a refusal to provide supporting documentation for an exceptional refund claim and to demand the refund even so is evidence of a refusal to accept terms and conditions of enrollment. Such refusal is cause for non-punitive but indefinite suspension of the enrollment privilege. The privilege will be restored upon acceptance of Extension's terms.

Cancelation of Classes

Ample notice will be provided to prospective students that UCLA Extension reserves the right to cancel or discontinue classes. Extension has an obligation to inform students of such actions. In the event a class should be canceled before its first or only meeting, the program representative will invoke a workflow that will assure that each student is contacted to inform them of the cancellation.

Public Notice

Public notice of the refund policy will be provided in the General Information of the printed catalog, brochures, and in the *Student Resource* section of the website, *as follows*:

Refund requests will be accepted through the close of business on the final refund date, ***which is printed on your payment receipt***. If you are eligible for a refund:

- Visit uclaextension.edu, click on ***My Extension***, and select ***Request a Refund***
- Phone: (310) 825-9971
- Email: refunds@uclaextension.edu
- Mail: Westwood Registration Office, UCLA Extension, P.O. Box 24901, Los Angeles, CA 90024-0901

Mailed requests will be considered on time if the envelope is postmarked on or before the final refund date. Certificate candidacy and miscellaneous application fees are not refundable.

Your enrollment contract is not transferrable. If your course is canceled, discontinued, or rescheduled or if the instructor does not accept your application to attend a restricted course, we will contact you and issue a *full refund*. Otherwise, a \$30 administrative fee will be withheld *for each class enrollment*. Additional fees may be withheld as indicated in the course listings. A \$50 administrative fee will be withheld from concurrent enrollments.

Allow two weeks for refund checks and one week for American Express, Discover, JCB, MasterCard and VISA credit vouchers. Refund checks are not allowed for fees paid by credit card. There are no cash refunds. Residual credit balances found on students' accounts will automatically be returned after 180 days.

If the final refund date has passed, an exception to this policy will be considered only under the most unusual circumstances and only if the request is received within 90 days from the course end date. Send a letter describing your circumstance, with appropriate documentation, to Refunds, UCLA Extension, P.O. Box 24901, Los Angeles, CA 90024-0901. FAX: (310) 206-3223, email: efundexceptions@uclaextension.edu.

Annual Reporting

The *Director of Budget and Financial Services* or his or her delegate will produce an annual report of the total refunds processed, the number of claims filed for *student life circumstance*, the number of claims filed for *failure to deliver instruction* and how the claims were adjudicated.

References and Listing

This policy will be publicly listed. Questions and comments are welcomed by the *Director of Budget and Financial Services*, (310) 825-2560;

See also:

- UCLA Extension Policy AA106 [Student and Instructor Grievance and Dispute Resolution](#).
- VISA [Card Acceptance Guidelines for VISA Merchants](#).